

Arbitrators also order SWBT to file a new TELRIC-based cost study for the removal of bridged tap, load coils, and repeaters on xDSL loops greater than 12,000 feet in length but less than 18,000 feet in length.

The Arbitrators order that both cost studies be based on the same network used to calculate xDSL loop rates,³⁶⁶ incorporate the actual percentage of loops that require conditioning based on actual field experience, utilize efficient conditioning, and include a future discount. The Arbitrators find that evidence in the record suggests that over time, load coils, repeaters, and bridged tap will be migrated out of SWBT's network.³⁶⁷ Therefore, most loop conditioning will not be necessary in the future. The Arbitrators also order SWBT to take into account any current plans and work in progress to rearchitect its network to push fiber deeper into the network structure, thereby reducing the likelihood that accreted devices, *e.g.*, load coils, would be present on loops. The Arbitrators order that this reduction in the likelihood of conditioning be reflected in the cost studies through a future discount. The Arbitrators also order that the modifications adopted below be addressed in the new cost studies. The Arbitrators invite Rhythms and Covad to file their own cost studies. Until new cost studies are approved by the Commission, the Arbitrators' interim conditioning rates shall apply.³⁶⁸

The Arbitrators adopt SWBT's proposed conditioning charges, with modification, on an interim basis. Specifically, the Arbitrators have removed the bridged tap re-installation from the cost of removing a bridged tap. The Arbitrators find, based upon the evidence in the record, that the CLEC should not be considered the appropriate "cost causer" for re-installing bridged taps.³⁶⁹ *See* Attachment B, Paragraph D. The interim rates are based on TELRIC pricing principles. After the appropriate rate for each conditioning activity was determined, a 13.1% Common Cost Allocation Factor was applied.

³⁶⁶ *See* DPL at 62 (May 28, 1999).

³⁶⁷ SWBT Exhibit 8, Rebuttal Testimony of Jerry Fuess at 6 (April 8, 1999).

³⁶⁸ *See* Implementation Schedule, Section VIII of this Award.

³⁶⁹ Tr. at 1347-1349 (June 4, 1999); SWBT Exhibit 8, Rebuttal Testimony of Jerry Fuess at 6 (April 8, 1999).

The Arbitrators also modify the cost studies to reflect the costs of efficient conditioning. SWBT states that it does not intend to condition more loops than the CLEC requests.³⁷⁰ For example, if a CLEC requests conditioning on one loop in a binder group of 50 pairs, SWBT would dispatch a technician to condition only the single loop. However, SWBT's more efficient internal practice is to condition at least 50 loops at a time when it is necessary to dispatch a technician.³⁷¹ Therefore, the Arbitrators modify SWBT's xDSL conditioning cost study to reflect the more efficient practice of conditioning several loops, or entire binder groups, when a technician is dispatched and the cable splice is entered. Because of the smaller sized binder groups used in longer cabling, the Arbitrators find an appropriate unit size for the purpose of calculating conditioning charges for loops at or in excess of 18,000 feet in length to be 25. The Arbitrators use a unit size of 50 when calculating the charges for removing load coils, bridged taps, and/or repeaters on xDSL loops greater than 12,000 feet in length but less than 18,000 feet in length.³⁷²

Furthermore, the Arbitrators clarify that the additional charges for any mixed conditioning shall be the additional charge for the specific disturber unless an additional incidence of both disturbers exists on the loop. For example, when removing both bridged tap and load coils from a loop, the initial charge of \$59.35 would apply. The \$53.72 additional charge would only apply if the loop also necessitated the removal of additional bridged taps and additional load coils. If the loop *only* required the removal of additional bridged taps, the \$18.81 additional bridged tap charge would then apply.

The Arbitrators stress that conditioning of xDSL loops shall only be performed at the request of the CLEC. The Arbitrators note for the record that SWBT could not testify that it has charged any SWBT retail ADSL customers the \$900 conditioning charge listed in its federal

³⁷⁰ SWBT Exhibit 8, Rebuttal Testimony of Jerry Fuess at 7 (April 8, 1999); ACI Exhibit 171, Staff Reserved RFI Responses (SWBT responses to ACI RFI 3-24) (June 5, 1999).

³⁷¹ ACI Exhibit 5, Direct Testimony of Terry L. Murray at 25-27 (Feb. 19, 1999); ACI Exhibit 171, Staff Reserved RFI Responses (June 5, 1999).

³⁷² See Appendix D for revised cost study.

tariff.³⁷³ This appears to constitute a barrier to CLECs' offering of xDSL services, *i.e.*, charging wholesale customers conditioning charges, while excusing retail customers. Moreover, the likelihood of SWBT applying conditioning charges to a retail customer is lower because SWBT has segregated "clean loops" for ADSL service, which is the type of xDSL service it initially intends to provision.³⁷⁴ The record reflects that SWBT even considered pre-grooming loops for its own retail service, but has not pursued that option.³⁷⁵

The Arbitrators find that SWBT must make those "clean loops" available for all xDSL services and use by all xDSL providers. The Arbitrators find that opening access to the segregated binder groups to all xDSL providers for all xDSL services will help ameliorate the imbalance created by SWBT and decrease the likelihood of other xDSL providers incurring conditioning charges.³⁷⁶ Therefore, when a CLEC orders an xDSL loop, SWBT must make available for use on a nondiscriminatory basis one of the segregated loops that does not need

³⁷³ Tr. at 1327, 1401 (June 4, 1999).

³⁷⁴ Tr. at 1379, ll. 23-25-1380, ll. 1-24; 1382, ll. 8-12 (June 4, 1999):

A (Deere) Yes, it is. What we have done -- now, don't get confused between designating binding groups to be used for ADSL and preconditioning.

Q (Farroba) What's the difference?

A (Deere) Designating just says we have picked a binder group that does not have other digital services in it, and hopefully not adjacent to it, and designated it to be used for POTS and ADSL services.

Q (Farroba) Are you going to have to condition those designated fiber groups?

A (Deere) Again, as we've said before, we don't offer, on a retail basis, ADSL where the cables are loaded, and so we do not -- you know, we do not go out and remove load coils because we don't offer it where they're loaded because the POTS service isn't going to work, and we have not removed bridged taps, that I'm aware of anywhere. Again --

Q (Malone) So, Mr. Deere, you stated that Southwestern Bell has predetermined some binder groups that they will reserve for POTS and ADSL service?

A (Deere) They have designated, yes.

Q (Malone) Those are just for ADSL, not for any other flavor of DSL?

A (Deere) That is correct. We have said as part of the plan that we have put forth is that all other cable binder groups will be available for those services.

Q (Malone) Do you know how many wire centers you've already reserved binder groups in?

A (Deere) There are wire centers in the major metropolitan areas; a hundred plus. I don't have a number right off the top of my head.

See also Tr. at 1780-1785, 1793-1803 (June 5, 1999).

³⁷⁵ ACI Exhibit 171, Staff Reserved RFI Responses (SWBT responses to ACI RFI 3-22, 3-23) (June 5, 1999); Tr. at 1381-1385 (June 4, 1999).

³⁷⁶ *See* DPL at 30 (May 28, 1999).

conditioning. If no more clean loops are available for use, then the conditioning charges stated below apply. The Arbitrators stress that SWBT's retail and/or advanced services affiliate shall not be given preferential access to such segregated clean loops, nor shall such clean loops be reserved exclusively for ADSL services.

The Arbitrators find that the interim conditioning charges, listed below, are applicable to every xDSL loop greater than 12,000 feet in length but less than 18,000 feet in length, in which the CLEC requests the removal of bridged tap, load coils, and/or repeaters.

	<u>Nonrecurring</u>	
	Initial	Additional
Removal of Repeater	\$10.82	\$9.41
Removal of Bridged Tap and Repeater	\$27.08	\$24.19
Removal of Bridged Tap	\$17.62	\$14.79
Removal of Bridged Tap and Load Coil	\$40.44	\$37.62
Removal of Load Coil	\$25.66	\$22.83
Removal of Repeater and Load Coil	\$35.06	\$32.23

The Arbitrators find that the interim conditioning charges, listed below, are applicable to every xDSL loop, at or in excess of 18,000 feet in length, that requires the specific conditioning listed.

	<u>Nonrecurring</u>	
	Initial	Additional
Removal of Repeater	\$16.25	\$13.42
Removal of Bridged Tap and Repeater	\$37.89	\$32.23
Removal of Bridged Tap	\$24.46	\$18.81
Removal of Bridged Tap and Load Coil	\$59.35	\$53.72
Removal of Load Coil	\$40.55	\$34.89
Removal of Repeater and Load Coil	\$53.99	\$48.34

Until such time as permanent conditioning charges are approved, SWBT shall condition xDSL loops, at the request of Petitioners, at the interim charges above. The conditioning charges are subject to refund/surcharge upon approval of permanent conditioning charges, back to the date the Interconnection Agreements resulting from this Award become effective.

30. Should SWBT be allowed to charge for a Loop Qualification Process?

Parties' Positions

See DPL Issue No. 18.

Award

The Arbitrators find that SWBT cannot impose a loop qualification process rather than provide information concerning loop makeup. Therefore, finding an appropriate charge for a loop qualification process is not necessary. *See* DPL Issue No. 18.

31. Is it appropriate to charge for loop makeup information?

Parties' Positions

Rhythms states the forward-looking cost of providing loop makeup information is \$0. Rhythms notes that the *Local Competition Order* requires SWBT to offer its competitors access to the information existing in its OSS and related databases using mechanisms comparable to those available to its own personnel for accessing such information.³⁷⁷ Additionally, Rhythms argues that the *Advances Services Order* concludes that new entrants should have full access to specific loop technical and engineering data as to "...the number of loops using advances services technology within the binder and type of technology deployed on those loops."³⁷⁸ Rhythms states that the record reflects that SWBT can and will use its access to loop information

³⁷⁷ ACI Post-Hearing Brief at 112 (Aug. 17, 1999); *Local Competition Order* at § 51.313(c).

³⁷⁸ ACI Post-Hearing Brief at 112 (Aug. 17, 1999); *Advanced Services Order* at ¶ 73 (footnote omitted).

to tailor a fully electronic loop qualification process for its own retail ADSL operations. Thus, Rhythms argues, pursuant to FCC requirements, SWBT is obligated to offer Rhythms electronic access to this same loop makeup information.³⁷⁹

Rhythms believes that the cost of the loop makeup information should reflect the forward-looking economic cost of providing the information to Rhythms via an electronic interface. Rhythms argues that the cost for such a process would be *de minimis* because it involves no more than a small incremental use of SWBT's processor capacity.³⁸⁰

Covad agrees with Rhythms' rationale and argues that SWBT should provide CLECs with a computerized interface with its databases that will eliminate the need for SWBT to incur any expenses in providing loop makeup information to CLECs.³⁸¹

SWBT offers to provide CLECs loop make-up information free of charge via the pre-qualification process.³⁸² The free information consists of one of three indicators that will identify the loop as a copper-based facility less than 12,000 feet, a copper based facility between 12,000 and 17,500 feet, or a copper based facility in excess of 17,500 feet, or a noncopper based facility.³⁸³ SWBT states that it will negotiate a rate along with terms and conditions for providing additional information on a manual basis.³⁸⁴

Award

The Arbitrators find that SWBT should be fairly compensated for the real time access to its OSS functionalities required by DPL Issue No. 15. Because the OSS functionalities have not

³⁷⁹ ACI Post-Hearing Brief at 112 (Aug. 17, 1999).

³⁸⁰ *Id.*

³⁸¹ DPL at 68-69 (May 28, 1999).

³⁸² SWBT Post Hearing Brief at 42 (Aug. 17, 1999).

³⁸³ SWBT Exhibit 7, Rebuttal Testimony of William C. Deere at 9 (April 8, 1999). The pre-qualification has been referred to as "red, yellow, green."

³⁸⁴ *Id.*

been created, the Arbitrators cannot adopt a cost-based rate for loop makeup information. However, during the interim, the Arbitrators find the non-recurring “dip charge” below to be appropriate. The Arbitrators find the “dip charge” to be in addition to any established service order charges applicable to Petitioners. The “dip charge” will apply on a per loop basis.

The Arbitrators order SWBT to file a cost study for the loop makeup information charge within one month after the implementation of its fully mechanized, real time, OSS functionalities as ordered in DPL Issue. No. 15. Until the Commission has approved a cost study, the Arbitrator’s interim “dip charge” will apply. Until such time that a permanent loop make-up information charge is approved, SWBT shall provide Petitioners loop make-up information at the interim “dip charge” below. The interim “dip charge” is subject to refund/surcharge upon approval of a permanent loop make-up information charge back to the date the Interconnection Agreements resulting from this Award become effective.

The Arbitrators’ decision is consistent with the terms of the SBC/Ameritech merger, in which the FCC found that “SBC/Ameritech is not required to eliminate extra charges for manual processing of service orders, provided that an electronic means of processing such orders is available to carriers. If, however, no electronic interface for processing orders of 30 lines or less is available to a carrier, SBC/Ameritech will eliminate any extra charge for manual processing and shall charge instead the rate for processing similar orders electronically.”³⁸⁵

Nonrecurring
“Dip Charge”

Loop Makeup Information (Per Loop)	\$0.10
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32. If SWBT is permitted to require shielded cable for xDSL technologies, is there any additional cost associated with shielded intraoffice versus non-shielded cable?

Parties’ Positions

³⁸⁵ SBC/Ameritech Merger Order at ¶ 384.

See DPL Issue Nos. 7, 28(a), and 28(b).

Award

The Arbitrators find that SWBT is not permitted to require shielded cable for xDSL technologies. The Arbitrators add that all cross connect facilities, shielded or non-shielded, must be provided in a reasonable and non-discriminatory manner.³⁸⁶

35. How should cageless collocation be priced?

Parties reached agreement on this issue in the arbitration proceedings on April 15, 1999.³⁸⁷

VII. Miscellaneous

DPL Issue Nos. 23-25, 37-39

23. Should all performance measures and penalties adopted in SWBT's §271 proceeding be incorporated into the Interconnection Agreement?

Parties' Positions

Rhythms believes the inclusion of all meaningful and effective performance measures and penalties is crucial to ensuring SWBT's ongoing compliance with the terms of the interconnection agreement. Rhythms views the performance measurements and penalties adopted in the §271 proceeding as a minimum standard and requests the opportunity to negotiate additional measurements if necessary. Rhythms argues that all of the performance measurements and penalties established in the § 271 proceeding must be incorporated into the resulting Interconnection Agreements (including the measurements and penalties related to loops in excess of 17,500 feet in length and loops less than 17,500 feet in length), in those instances

³⁸⁶ UNE Remand Order at ¶ 178.

³⁸⁷ Tr. at 467-541 (April 15, 1999); Provisions are adopted and should be incorporated into the resulting Interconnection Agreements as contained in SWBT Exhibit 6, Rebuttal Testimony of Michael C. Auinbauh at Schedule 1 (April 8, 1999).

where SWBT recommends conditioning and the CLEC declines conditioning or chooses partial conditioning of the xDSL loop.³⁸⁸

Covad does not dispute this issue.

SWBT offers to provide most of the performance measures agreed to during the §271 proceeding. However, SWBT identifies two situations in which it believes certain performance measures are not appropriate. SWBT asserts that maintenance and repair measurement should not apply for loops in excess of 17,500 feet in length. SWBT also argues that performance measures should not apply to loops in which SWBT recommends conditioning and the CLEC declines the conditioning.³⁸⁹

SWBT does not offer to provide the performance penalties associated with the measurements. SWBT witness Auinbauh testified that it “has agreed to language in the negotiation process and in those draft agreements that come out of the 271 process. I believe that that language was drafted specifically excluding the penalty portion of that.”³⁹⁰ SWBT explains that it would be willing to apply the penalties in the context of “MFNing” into an agreement that included the penalties.³⁹¹

Award

The Arbitrators find that all performance measures and penalties adopted in the §271 proceeding, except as discussed below, shall be incorporated into the resulting Interconnection Agreements. The performance measurement penalties should be a minimum standard. The Arbitrators encourage the Parties to negotiate additional performance measures and penalties if desired. The Arbitrators find that SWBT shall not be required to guarantee that the xDSL loop(s) ordered will perform (with regard to transmission speed) as desired by CLEC for xDSL

³⁸⁸ Rhythms Post-Hearing Briefs at 132 (Aug. 17, 1999).

³⁸⁹ SWBT Post-Hearing Brief at 80 - 81 (Aug. 17, 1999); SWBT Exhibit 5, Rebuttal Testimony of Michael C. Auinbauh at 17 - 18 (April 8, 1999).

³⁹⁰ Tr. at 402 (April 15, 1999).

³⁹¹ *Id.* at 403.

services, but instead shall guarantee basic metallic loop parameters, including continuity and pair balance. All other performance measures and penalties applicable to the provisioning of xDSL capable loops, including those added to the § 271 agreement as a result of this Award³⁹², will fully apply to all xDSL loops without regard to the loop length.

24. Should ACI be permitted to incorporate into the interconnection agreement the results, agreements and decisions reached in the § 271 proceeding?

Parties' Positions

Rhythms proposes contract language that would allow either Party, upon request, to adopt and incorporate into the resulting Interconnection Agreements the results, agreements and/or decisions reached in the §271 proceeding.³⁹³ See DPL Issue No. 23.

Covad does not dispute this issue.

SWBT states that it will make available to requesting CLECs any service or network element arrangement from a Commission-approved agreement, provided that the CLECs also accept all legitimately related terms and conditions. SWBT clarifies that any agreed-to actions it undertakes in connection with obtaining interLATA relief may not be available generally to all CLECs.³⁹⁴

Award

The Arbitrators find that Rhythms should be permitted to incorporate into the resulting Interconnection Agreements any results, agreements and decisions reached in the §271 proceeding that are included in the T2A, provided that Rhythms also accept any legitimately related terms and conditions. The Arbitrators find that agreements reached in the §271

³⁹² See Implementation Schedule in Section VIII of Award.

³⁹³ ACI's Post-Hearing Brief at 133 (Aug. 17, 1999).

³⁹⁴ SWBT Post-Hearing Brief at 81 (Aug. 17, 1999); SWBT Exhibit 6, Rebuttal Testimony of Michael Auinbauh at 18 (April 8, 1999).

proceeding should be available to all CLECs in order to further competition in Texas. *See* DPL Issue No. 25.

25. Should Rhythms be entitled to “pick and choose” on a piecemeal basis rates and conditions from other, already approved, interconnection contracts?

Parties’ Positions

Rhythms claims that it must have the right to incorporate provisions from existing interconnection agreements into its resulting Interconnection Agreement with SWBT. Rhythms argues that the right to “pick and choose” is grounded in FTA § 252(i). Rhythms contends that the FCC’s interpretation of this section in the *Local Competition First Report and Order* supports its position. The FCC stated that “a carrier may obtain access to individual elements such as unbundled loops at the same rates, terms and conditions as contained in any approved agreement.”³⁹⁵

Covad does not dispute this issue.

SWBT states that it will make available to requesting CLECs any service or network element arrangement from a Commission-approved agreement, provided that CLECs also accept all legitimately related terms and conditions.³⁹⁶

Award

The Arbitrators find that Rhythms is entitled to “pick and choose” rates and conditions from other, already approved, interconnection agreements. The Arbitrators find that Rhythms may “pick and choose” individual elements and rates when it agrees to adopt the legitimately

³⁹⁵ ACI’s Post-Hearing Brief at 134 (Aug. 17, 1999); *Local Competition First Report and Order* at ¶ 1314.

³⁹⁶ SWBT Post-Hearing Brief at 81 (Aug. 17, 1999); SWBT Exhibit 6, Rebuttal Testimony of Michael Auinbauh at 18 (April 8, 1999).

related terms and conditions. The Arbitrators direct Rhythms and SWBT to follow the interim “pick and choose” process established by the Commission in Docket No. 21100.³⁹⁷

37. Given that xDSL is a newly developing service, should SWBT be required to give to Rhythms analogous preferential rates adopted after this proceeding?

Parties’ Positions

Rhythms claims that it must have the right to incorporate provisions from subsequent interconnection agreements into its agreement with SWBT. Because xDSL is a new technology, Rhythms testifies that it would be appropriate to permit Rhythms to opt into more favorable rates, terms or conditions from future contracts without the necessity to terminate its Interconnection Agreement with SWBT. Rhythms asserts that the FCC recognized the importance of this “opt-in” ability in its *Local Competition First Report and Order*. The FCC stated that “unbundled access to agreement provisions will enable smaller carriers who lack bargaining power to obtain favorable terms and conditions – including rates – negotiated by large IXC’s...” Rhythms notes that the U.S. Supreme Court has affirmed this interpretation.³⁹⁸

Covad does not dispute this issue.

SWBT asserts that Rhythms may apply the FCC rules to receive “more favorable” terms as long as it takes all legitimately related terms and conditions of the “more favorable” agreement. SWBT explains that Rhythms would have three options: (1) adopt the “more favorable” agreement under the “Other Available Agreements” clause of the underlying agreement; (2) request that SWBT negotiate an amendment to Rhythms’ current agreement; or (3) terminate its agreement and negotiate another agreement.³⁹⁹

Award

³⁹⁷ *Application of Metro Access Networks, Inc. for Approval of Interconnection Agreements under PURA and the Telecommunications Act of 1996*, Order on Appeal of Order No. 4, Docket No. 21100 (Aug. 27, 1999).

³⁹⁸ ACI’s Post-Hearing Briefs at 133-134 (Aug. 17, 1999); *Local Competition First Report and Order* at ¶ 1313; *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. at 738.

³⁹⁹ SWBT Post-Hearing Brief at 82 (Aug. 17, 1999).

The Arbitrators find that SWBT is not required to automatically give Rhythms analogous preferential rates adopted after this proceeding. However, providing Rhythms accepts the legitimately related terms and conditions, the Arbitrators find that Rhythms must be able to “opt in” to other SWBT agreements. The Arbitrators require SWBT to negotiate in good faith should Rhythms request to utilize its right to “pick and choose,” or any of the three options detailed above by SWBT. *See* DPL Issue No. 25.

38. Should the interconnection agreement continue to require dispute resolution before the Commission in light of the Supreme Court’s recent decision in *Iowa Utilities Board v. AT&T Corp.*?

Covad and SWBT reached agreement on this issue during the arbitration proceedings.⁴⁰⁰
The issue is not disputed by Rhythms.⁴⁰¹

39. Should agreed-to commercial arbitrations alternate between SWBT’s home and Covad’s?

Covad and SWBT reached agreement on this issue during the arbitration proceedings.⁴⁰²
The issue is not disputed by Rhythms.⁴⁰³

⁴⁰⁰ Tr. at 467-541 (April 15, 1999); Provisions are adopted and should be incorporated into the resulting Covad and SWBT Interconnection Agreement as contained in Covad’s Post-Hearing Brief at Exhibit 2 (Aug. 17, 1999).

⁴⁰¹ Covad Post-Hearing Brief at 5 (Aug. 17, 1999); SWBT Post-Hearing Brief at 84 (Aug. 17, 1999); Tr. at 770 (June 2, 1999).

⁴⁰² Tr. at 467-541 (April 15, 1999); Provisions are adopted and should be incorporated into the resulting Covad and SWBT Interconnection Agreement as contained in Covad’s Post-Hearing Brief at Exhibit 2 (Aug. 17, 1999).

⁴⁰³ Covad Post-Hearing Brief at 5 (Aug. 17, 1999); SWBT Post-Hearing Brief at 84 (Aug. 17, 1999); Tr. at 770 (June 2, 1999).

VIII. Implementation Schedule

Pursuant to FTA §252(c)(3), the Arbitrators provide the following “schedule for implementation of the terms and conditions” of this Award and the Parties’ resulting Interconnection Agreements. This schedule incorporates the deadlines for: (1) the filing and approval of Interconnection Agreements consistent with this Award; (2) the filing of a new xDSL loop cost study; (3) the filing of new cost studies for conditioning of xDSL loops; (4) the implementation of enhancements to SWBT’s existing Datagate and EDI interfaces for pre-ordering (including electronic access to loop make-up information) and ordering of DSL-capable loops; (5) availability of and access to trouble reports for any function or capability of the accessed loop element; (6) the filing of a loop make-up information cost study; (7) the finalizing of performance measures for xDSL; and (8) the filing of a plan to ensure that SWBT’s retail ADSL employees (and employees of any advanced services affiliate) do not have access to competitive information or other information at SWBT that creates a competitive advantage for SWBT’s retail xDSL deployment. The schedule is, and should be considered, an integral part of the Award in this proceeding.

Parties file Interconnection Agreements that comply with Award	December 30, 1999
Parties file proposed performance measures for xDSL ⁴⁰⁴ (DPL Issue No. 23)	December 30, 1999
SWBT makes available access to trouble reports for any function or capability of the accessed loop element in compliance with Award (DPL Issue No. 15)	December 30, 1999
SWBT files Plan to Ensure Competitive Neutrality and Nondiscrimination in Access to Competitively Relevant Information (DPL Issue No. 16)	January 14, 2000
SWBT files new xDSL Loop Cost Study (DPL Issue No. 27)	March 1, 2000

⁴⁰⁴ As required by Section 10.3, Attachment 25 of the T2A:

10.3 Performance measurements for xDSL will be finalized within thirty (30) days after the final Order in the xDSL Arbitration.

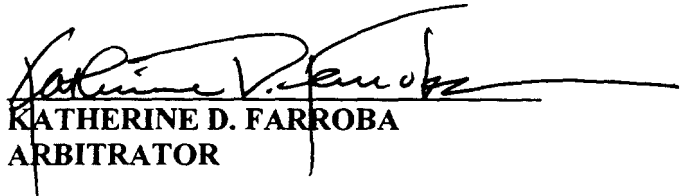
SWBT files new Conditioning Cost Study (DPL Issue No. 29)	March 1, 2000
SWBT implements Datagate and EDI enhancements, including electronic pre-ordering of Loop Make-up Information (DPL Issue Nos. 15 and 19a)	May 30, 2000
SWBT files Loop Make-up Information Cost Study (DPL Issue No. 31)	June 30, 2000
Deadline for Parties to: (1) file negotiated permanent rates; and/or (2) request further arbitration on rate issues	July 30, 2000

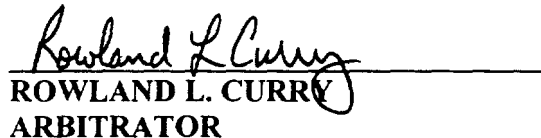
IX. Conclusion

The Arbitrators conclude that the foregoing Arbitration Award, including the attached appendices, resolves the disputed issues presented by the Parties for arbitration. The Arbitrators further find that this resolution complies with the standards set in FTA §252(c), the relevant provisions of PURA99, and P.U.C. PROC. Rs. 22.301-22.310.

SIGNED AT AUSTIN, TEXAS the 30th day of November, 1999.

FTA § 252 ARBITRATION PANEL


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Attachment A

DPL Issue Cross Reference Sheet

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Confidential Attachment B

(One page under seal)

Confidential References in Award

Confidential Attachment C

(3 pages under seal)

Revised Shielded Cross Connect Cost Study

Confidential Attachment D

(2 pages under seal)

**Revised Conditioning Cost Study for xDSL Loops
greater than 12,000 feet but less than 18,000 feet in Length**

Confidential Attachment E

(2 pages under seal)

**Revised Conditioning Cost Study for xDSL Loops
at or in Excess of 18,000 feet in Length**

